

RESOLUTION NO. 10-2016

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO EXECUTE A SOFTWARE SYSTEM LICENSE AGREEMENT WITH 911 CELLULAR, LLC FOR THE PURCHASE OF A LICENSE TO ACCESS AND USE 911 CELLULAR SOFTWARE, ALONG WITH RELATED MAINTENANCE AND SUPPORT, AND DECLARING AN EMERGENCY

WHEREAS, the Village is aware of technology that, when used in conjunction with law enforcement, can improve community safety and emergency communications; and

WHEREAS, 911 Cellular, LLC is a provider of software available to the Village to implement such technology targeted to improve community safety and emergency communications; and

WHEREAS, this Council, after reviewing all pertinent information about the software available from 911 Cellular, LLC, has determined that it is necessary and in the best interest of the Village of Richfield to authorize the Mayor and Director of Finance to execute a Software System License Agreement with 911 Cellular, LLC for the purchase of a license to access and use such community safety and emergency communications software.

NOW THEREFORE, BE IT RESOLVED, by the Council of the Village of Richfield, County of Summit, State of Ohio, that:

SECTION 1. The Mayor and Director of Finance are hereby authorized to execute a Software System License Agreement with 911 Cellular, LLC for the purchase of a software license for community safety and emergency communications, substantially in accordance with the agreement attached hereto as Exhibit "A" and incorporated as if fully rewritten herein, on behalf of the Village of Richfield, County of Summit, State of Ohio, in amounts not to exceed an annual License Fee of Fourteen Thousand Two Hundred Dollars (\$14,200.00) in year one; Thirteen Thousand Two Hundred Dollars (\$13,200.00) in year two; and Thirteen Thousand Two Hundred Dollars (\$13,200.00) in year three.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with legal requirements, including section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary to authorize this agreement in order that the community safety and emergency communications software is available to the

Village and its residents at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect and be in force immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 3-1-16

Ray Davis Sr.
President of Council

Boblene Bashara
Mayor

Dated: 3-1-16

ATTEST:

Lewyn E. Sullivan
Clerk of Council

EXHIBIT A

911 CELLULAR SOFTWARE SYSTEM LICENSE AGREEMENT

Effective Date: 1.13.2016

Parties: (1) 911 Cellular LLC (“911 Cellular”)
21403 Chagrin Boulevard
Suite 220
Beachwood, Ohio 44122

(2) Village of Richfield (“Licensee”)
4450 W Streetsboro Rd, Richfield, OH 44286

<u>Initial Term:</u>	Years
<u>Year One License Fee:</u>	\$ 14,200.00
<u>Year Two License Fee:</u>	\$ 13,200.00
<u>Year Three License Fee</u>	\$ 13,200.00

Subject to, and as set forth more fully in, the attached terms and conditions (“Terms and Conditions”), and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, 911 Cellular and Licensee agree as follows:

1. 911 Cellular grants to Licensee a limited license to use the 911 Cellular Software Products and agrees to provide maintenance and support as provided herein. The Terms and Conditions, together with this Front Sheet, constitute the “Agreement.”
2. The Parties represent that each of them respectively has read and agrees to be bound by the Agreement. The Agreement shall not be binding until it has been executed by both 911 Cellular and Licensee.
3. No other terms, conditions or prior representations by 911 Cellular or Licensee shall apply except as agreed subsequently in writing as specified in the Terms and Conditions. In the event of a conflict between a subsequent written agreement, this front sheet (“Front Sheet”), or the Terms and Conditions, the subsequent written agreement shall take precedence over the Terms and Conditions, which shall take precedence over the Front Sheet.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by a duly authorized representative and the person signing on behalf of each represents and warrants that he or she has full authority to act for and on that party’s behalf.

For and on behalf of 911 Cellular, LLC:

For and on behalf of Licensee:

Signature.....
Name.....
Title
Date.....

Signature
Name
Title
Date

TERMS AND CONDITIONS

This agreement between 911 Cellular and Licensee (the "Agreement") consists of these Terms and Conditions, the terms stated on the Front Sheet of this Agreement, and all exhibits and attachments hereto. "Effective Date," "Parties," "911 Cellular," "Licensee," "Licensed Site," "Initial Term," "Initial License Fee," "Initial Maintenance Fee," "Terms and Conditions" and "Front Sheet" shall have the meanings set forth on the face of the Agreement, and the terms used on face of the Agreement and defined herein shall have the meanings set forth these Terms and Conditions. In the event of a conflict between the terms and conditions on the face of this Agreement and these Terms and Conditions, these Terms and Conditions shall control.

1. Implementation and Acceptance

1. 911 Cellular shall use commercially reasonable efforts to implement the 911 Cellular Software Product consistent with the specifications and statement of work set forth in Exhibit A (the "Specifications"). In the event that Licensee desires a change to the Specifications, it shall submit a written change request, and Licensee and 911 Cellular shall work together in good faith to reach agreement on any necessary amendments to the Specifications, including any necessary changes to the Initial License Fee. The Specifications may be changed only in writing executed by both Licensee and 911 Cellular and are subject to modification fees, outlined in Exhibit B and incorporated herein by reference.

2. IF A CUSTOMIZED PACKAGE IS SELECTED ACCORDING TO EXHIBIT B, 911 CELLULAR SHALL PROVIDE THREE (3) APP SCREENS FOR CUSTOMER APPROVAL. CUSTOMER SHALL PROVIDE 911 CELLULAR WITH WRITTEN CONFIRMATION AND APPROVAL OF ITS PREFERRED APP SCREEN. WRITTEN CONFIRMATION MUST INCLUDE APP NAME AND INSTITUTIONAL SPECIFIC INFORMATION AS INDICATED IN EXHIBIT B, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Upon notification by 911 Cellular that the 911 Cellular Software System has been implemented, Licensee shall have ten (10) days (the "Test Period") to verify that the 911 Cellular Software System performs in substantial accordance with the Specifications as indicated in Exhibit B. The 911 Cellular Software System shall be deemed accepted by Licensee unless it notifies 911 Cellular in writing of any nonconformities during the Test Period ("Acceptance"). In the event of such notice, 911 Cellular's sole obligation will be to provide additional development services pursuant to Section 1.1, after which the 911 Cellular Software System shall be subject to a further Test Period as provided herein.

3. 911 Cellular shall provide training to Licensee's personnel as indicated in Exhibit B who will be responsible for Licensee's implementation of the 911 Cellular Software System on a single mutually-agreeable day and additional training based on installation fee paid as indicated in Exhibit B. Any additional training requested by Licensee shall be charged at the rate of \$200 per hour, billable in 1/10 hour increments.

4. Licensee acknowledges and agrees that 911 Cellular shall own all right, title and interest in and to the 911 Cellular Software System and all enhancements, upgrades and modifications thereto, including all patent rights, copyrights, trademarks, know-how, trade secrets and other intellectual property rights, and Licensee agrees and does hereby assign to 911 Cellular any such rights that it has or may at any time acquire in or to the 911 Cellular Software System or any part thereof.

5. Licensee acknowledges and agrees that 911 Cellular is in the business of providing software and services to a variety of customers and clients, including clients that may be in competition with Licensee, that 911 Cellular will continue such activities, and that 911 Cellular may license third parties to use the 911 Cellular Software System on such terms and conditions as it deems appropriate in its sole discretion.

2. Grant of License

1. Upon Acceptance and subject to payment of the License Fee (including the Initial License Fee) and compliance with the other terms and conditions of this Agreement, 911 Cellular grants Licensee a limited, non-exclusive, non-transferrable right and license to remotely access and use the 911 Cellular Software System and the user and instruction manuals applicable thereto (the "Documentation") in object code form only solely for the Authorized Purpose (the "License"). Licensee shall be solely responsible for ensuring that it has the appropriate hardware, software and network access necessary to remotely access and use the 911 Cellular Software System as made available to it by 911 Cellular.

2. Nothing in this Agreement confers on the Licensee any right, title or interest in or to any of 911 Cellular's or any third party's intellectual property rights, whether in patent, copyright, trademark, trade secret or otherwise, in or to the 911 Cellular Software System, the Documentation, storage or print media or any other tangible or intangible product or service provided to Licensee by or on behalf of 911 Cellular.

3. Licensee shall not: (i) permit any third party to access or use the 911 Cellular Software System on its behalf of or for the benefit of any third party except as expressly permitted in Section 3; (ii) modify, decompile, disassemble, reverse engineer or translate the source code or other part of the 911 Cellular Software System; (iii) create derivative works based on or using the 911 Cellular Software System; or, (iv) sell, lease, license, sublicense, encumber or otherwise deal with the 911

Cellular Software System. Licensee shall promptly notify 911 Cellular in writing if it becomes aware of any unauthorized use of the 911 Cellular Software System or Documentation by any person or entity.

3. Access and Use

1. Following Acceptance and subject to Licensee's payment of the all fees set forth herein, 911 Cellular will host and provide Licensee with remote access to the 911 Cellular Software Product. Licensee (and anyone acting for or on its behalf or with its permission) only may access and use the 911 Cellular Software System using the remote access facilities designated and expressly made available to Licensee by 911 Cellular for such purpose.

2. Licensee's right to access and use the 911 Cellular Software System is expressly limited to supplementing (but not replacing) Licensee's other safety and security measures at the Licensed Site (the "Authorized Purpose"). Licensee acknowledges and agrees that, as between it and 911 Cellular, it alone has sole responsibility for providing all necessary safety and security measures at the Licensed Site and that such responsibility includes determining whether the 911 Cellular Software System is (and at all times continues to be) useful and appropriate for such purposes. Licensee (and anyone acting for or on its behalf or with its permission including Permitted Users) shall not access, use or otherwise exploit any other features or functionality of the 911 Cellular Software System or any information stored within the 911 Cellular Software System to which it may have access for any other purpose, and may not access or use the 911 Cellular Software System at or for the benefit of any third party or at any location or facility other than the Licensed Site.

3. Licensee may permit its employees, contractors, agents and enrolled students with a bona fide Authorized Purpose to access and use the 911 Cellular Software System using the mobile application made available for such use by 911 Cellular who agree to access and use the 911 Cellular Software System subject to this Agreement and any applicable end-user license agreements ("Permitted Users"). Licensee shall have sole responsibility maintaining the confidentiality of all login and usernames and all related passwords and other access control information associated with its Permitted Users, and shall be solely responsible for all access and use of the 911 Cellular Software System by Permitted Users regardless of whether such access or use was authorized, intended or requested by or on behalf of Licensee. Licensee shall immediately report to 911 Cellular any actual or apparent unauthorized use or access of the 911 Cellular Software System by a Permitted User or any other third party as soon as Licensee reasonably becomes aware that an unauthorized access or use of the 911 Cellular Software System may have occurred.

4. Licensee shall be solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness, ownership and right to use any and all information and materials recorded, entered, transmitted, or otherwise submitted to the 911 Cellular Software System by or on its behalf ("Licensee Information"), and Licensee shall be solely responsible for monitoring the 911 Cellular Software System and responding to all Licensee Information. Licensee acknowledges that the 911 Cellular Software System depends on hardware, software and other technology and factors over which 911 Cellular has little or no control, including cellular telephones of various makes and models and with varying software that may interact or interfere with the proper functioning of the 911 Cellular Software System, wired and wireless communications networks including the cellular networks of various carriers, and Global Positioning System ("GPS") functionality. Licensee further acknowledges that the ability of the 911 Cellular Software System to function may be limited in whole or in part based on factors that 911 Cellular cannot control, including software and hardware malfunctions, network unavailability, outages and dead zones, and the availability of GPS signals and other location information.

5. Licensee acknowledges that electronic communications may be accessed by unauthorized parties when transmitted across the Internet, network communication facilities, telephones or other electronic means and that 911 Cellular shall not be responsible for any Licensee Information transmitted or otherwise submitted by Licensee that is lost, altered, intercepted or stored without authorization during the transmission or submission of such information using networks that are not owned and operated by 911 Cellular.

6. 911 Cellular shall have access to Licensee Information, and Licensee shall not take any action to impede, block, encrypt or otherwise withhold Licensee Information from 911 Cellular. Notwithstanding the foregoing, 911 Cellular takes no responsibility for any Licensee Information created or accessible on or through the 911 Cellular Software System. 911 Cellular is not obligated to monitor or exercise any control over any Licensee Information, but reserves the right to do so. In the event that 911 Cellular becomes aware that any Licensee Information may violate the terms of this Agreement or, in the opinion of 911 Cellular, risks exposing 911 Cellular to civil or criminal liability, 911 Cellular reserves the right to block access to such Licensee Information, disclose such information to appropriate legal authorities, and suspend or terminate access to the 911 Cellular Software System. 911 Cellular further reserves the right to cooperate with legal authorities and third parties in the investigation of any alleged wrongdoing.

4. Payment

1. All amounts due under this Agreement are exclusive of all sales, use or other taxes, and fees or duties not based on income that arise out of this Agreement. Licensee is a state-supported institution and an instrumentality of the STATE of Ohio and is exempt from taxation.

2. The Initial License Fee shall become due upon execution of this Agreement. The License Fee and Maintenance Fee shall remain the same for each renewal Term unless 911 Cellular notifies Licensee that it intends to change the Licensee Fee and Maintenance Fee at least thirty (30) days prior to the conclusion of the then-current Term, in which case the changed License Fee and Maintenance Fee each shall become effective and due upon commencement of the renewal Term, payable **PER ANNUM DUE ON THE FIRST MONTH OF THE RENEWAL TERM**. Licensee shall pay all fees due within thirty (30) days of the date of the invoice for such fees. Except as specifically stated herein, all fees and payments are non-refundable.

3. In the event of late payment by Licensee, late fees may be assessed in amounts up to the maximum amount permitted by applicable state law. 911 Cellular shall have no obligation to supply any services to Licensee while any invoice for such services remains unpaid thirty (30) days after the due date.

4. The License Fees (including the Initial License Fee) and the Maintenance Fees (including the Initial License Fee) do not include any hardware or third-party software that may be required to use the 911 Cellular Software System. Any third party products supplied by 911 Cellular are subject to all applicable third party rights.

5. Warranty and Liability

1. Licensee acknowledges that the 911 Cellular Software System has not been prepared to meet Licensee's individual requirements, whether or not such requirements are set out in any part of this Agreement or otherwise have been communicated to 911 Cellular, and that Licensee has sole responsibility to ensure that the 911 Cellular Software System meets its requirements. 911 Cellular shall not be liable for any failure of the 911 Cellular Software System to provide any facility or function not identified in the Specifications.

2. EXCEPT AS SET FORTH IN THIS SECTION 5, THE 911 CELLULAR SOFTWARE SYSTEM, THE DOCUMENTATION AND ANY MATERIALS OR SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS-IS" AND 911 CELLULAR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO. SPECIFICALLY, 911 CELLULAR DOES NOT WARRANT THAT THE 911 CELLULAR SOFTWARE SYSTEM WILL BE ERROR OR DEFECT FREE OR WILL PERFORM OR BE ACCESSIBLE IN AN UNINTERRUPTED MANNER. TO THE GREATEST EXTENT ALLOWABLE BY LAW, 911 CELLULAR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. In the event of any infringement of any third party's intellectual property rights due to Licensee's use of the 911 Cellular Software System in accordance with the terms and conditions of this Agreement, 911 Cellular shall, at its own expense and option, (i) modify or replace the 911 Cellular Software System or any infringing part thereof with a compatible, functionally equivalent and non-infringing software product, or (ii) secure the right of Licensee to continue using the relevant 911 Cellular Software System. Should options (i) or (ii) not be reasonably available within thirty (30) days of the notification of the infringement to 911 Cellular, 911 Cellular may terminate this Agreement with respect to the relevant 911 Cellular Software System. In such circumstances, 911 Cellular shall be liable only to reimburse to Licensee the fees actually paid by Licensee relevant 911 Cellular Software system less depreciation calculated on a five-year straight-line basis.

4. If 911 Cellular fails to comply with its obligations under this Agreement, its maximum aggregate liability, whether in contract, tort or any other form of liability, for damages or loss, howsoever arising or caused, shall be limited to a sum equal to the amount of the fees actually paid by Licensee. In no event will 911 Cellular be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover or any indirect, special, incidental or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the 911 Cellular Software System or Maintenance or any services performed hereunder or any delay in delivery or furnishing the 911 Cellular Software System or Maintenance, whether contract, tort or under any other legal or equitable theory.

6. Term and Termination

1. The term of this Agreement shall commence as of the Effective Date and shall continue for the Initial Term. Thereafter, this Agreement may be renewed for successive () year(s) Terms upon Licensee's written notice at least thirty (30) days prior to the expiration of the then-current Term.

2. Either party may terminate this Agreement if the other party breaches this Agreement by its failure, neglect or refusal to comply with any of the terms and conditions of this Agreement and the breaching party fails to remedy such breach within thirty (30) days of notice from the other party specifying the breach. Termination will not affect the existing rights or liabilities of either party.

3. Upon termination, the License shall immediately terminate and Licensee and all Licensed Users shall immediately cease use of the 911 Cellular Software System and Documentation and all portions thereof, immediately return the 911 Cellular Software System and all Documentation in any form and all copies and portions thereof to 911 Cellular, certify to 911 Cellular in writing that such return has been fully, and immediately pay 911 Cellular all amounts accrued for services provided prior to termination by 911 Cellular hereunder.

4. Any termination hereunder shall be without prejudice to any other rights of either party which may have accrued prior to such termination.

7. Confidential Information

1. "Confidential Information" means any information of a confidential or proprietary nature from which a party derives independent economic value, including the 911 Cellular Software System, Documentation, descriptions of technology, information relating to current or proposed products or services, methods of operation, findings and results, financial information, trade secrets, operating procedures, marketing strategies, customer relations and customer lists, business plans, service techniques, data drawings, benchmarks, specifications, object, machine-readable and source code, and any other proprietary non-public information.

2. "Confidential Information" does not include (i) information that is in the public domain or can be shown to have been independently developed or known to the recipient that can be verified by independent written evidence; (ii) information that becomes known to the recipient from a public source other than the disclosing party prior to disclosure that can be verified by independent written evidence; (iii) information that the disclosing party grants to the recipient express written permission to disclose; or (iv) information that is independently developed by the recipient through persons who have not had, either directly or indirectly, access to or knowledge thereof that can be verified by independent written evidence.

3. 911 Cellular and Licensee may disclose to each other Confidential Information during the term of this Agreement. Such disclosures shall be made on the basis of the confidential relationship between them and upon the agreement that, unless authorized in writing, the recipient will use such Confidential Information solely in accordance with this Agreement for purposes of fulfilling its obligations hereunder. At the request of the disclosing party or upon termination, all Confidential Information, including any tangible material embodying such Confidential Information in any manner, shall be returned to the disclosing party.

4. 911 Cellular and Licensee agree to receive the Confidential Information of each other in confidence and to treat such Confidential Information as it treats like information of its own that it does not wish to disclose to the public, but in all events each shall use at least a reasonable degree of care to preserve its secrecy. If a party is requested or required by law or legal process to disclose Confidential Information of the other to a third party, it shall promptly provide written notice to the other party so it may seek a protective order or other protection from disclosure, and shall not disclose for a reasonable time to allow the other party to seek such protection. If the non-disclosing party remains legally compelled to disclose Confidential Information or else stand liable for contempt or suffer censure or penalty, it may disclose the subject Confidential Information, but only to the extent legally required and provided that it (i) uses reasonable efforts to ensure that confidential treatment will be accorded the Confidential Information, and (ii) notifies the other party in writing of the Confidential Information it discloses.

5. Each party agrees to not make, publish or distribute (whether in print, electronically or otherwise) any public announcements, press releases or advertising identifying the other without such party's written consent, provided that 911 Cellular may identify Licensee by name as a client of 911 Cellular in its marketing and promotional materials.

6. Both 911 Cellular and Licensee agree and acknowledge that (i) the covenants set forth in this Section are reasonable and necessary to protect the other's goodwill, trade secrets and business interests and that they will cause no undue hardship, (ii) any breach thereof will cause the other immediate irreparable harm for which injunctive relief would be necessary, (iii) the covenants of this Section are of the essence of this Agreement and shall be construed as independent from any other provision in this Agreement, and (iv) the existence of any claim or cause of action by one party against the other, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of these covenants.

7. The obligations in this Section 7 shall survive and remain in full force and effect following any termination or expiration of this Agreement.

8. Maintenance and Support

1. Following Acceptance, and subject to Licensee's timely payment of the Maintenance Fee, 911 Cellular (or its designee) shall provide the following maintenance and support services for the 911 Cellular Software System (the "Maintenance Services"):

i. 911 Cellular shall provide telephone support services per month in respect of errors, defects and queries in relation to the 911 Cellular Software System. This service is intended to provide an initial advice service only, to competent trained employees of Licensee; Licensee shall be responsible for providing direct support to its Permitted Users.

ii. 911 Cellular shall provide a remote-access remedial and diagnostic service, which will be used when appropriate via the remote access facilities, which Licensee must provide and make available.

iii. 911 Cellular shall use its reasonable efforts to solve as soon as reasonably possible errors and defects in the 911 Cellular Software System, provided that 911 Cellular does not warrant that it will solve all errors or defects. If an error or defect prevents Licensee's continuing usage of the 911 Cellular Software System, 911 Cellular shall endeavor to remedy such error or defect as a matter of priority.

2. 911 Cellular shall have no obligation to provide Maintenance Services in the event of unauthorized use or modification of the 911 Cellular Software System.

3. Licensee shall ensure that any equipment and any third party software upon which the 911 Cellular Software System relies or is interdependent with, including hardware and software used by Permitted Users, are compatible with the 911 Cellular Software System and are not malfunctioning in a way that adversely affects operation of the 911 Cellular Software System. Licensee shall ensure that the 911 Cellular Software System and such equipment are used in a proper manner by competent trained individuals.

4. Licensee shall cooperate with 911 Cellular in the diagnosis of any error or defect in the 911 Cellular Software System, including providing access to its facilities upon reasonable notice and at mutually convenient times to the extent necessary, and keeping detailed records of all faults.

5. Licensee shall not access the data files maintained by the 911 Cellular Software System by any means other than the standard 911 Cellular interfacing routines included as part of the 911 Cellular Software System.

9. Generally-Applicable Provisions

1. This Agreement establishes an arms-length contractual relationship between 911 Cellular and Licensee, and nothing in this Agreement creates any partnership, joint venture, agency, franchise, representative, employment or other relationship between the parties. Neither Party shall have any right or ability to bind or commit the other Party in any manner.

2. A delay or failure to exercise any right shall not be treated as a waiver of any such right or of any other rights. Consent to a breach of any express or implied term of this Agreement shall not constitute a consent to any subsequent breach.

3. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect in all other circumstances.

4. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either Party, in whole or in part, whether voluntarily or by operation of law, including but not limited to by way of sale of assets, merger or consolidation, without the prior written consent of the other Party, which shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon, and inures to the benefit of, the parties and their successors and assigns.

5. Neither party shall be responsible for any failure or delay in complying with the terms of this Agreement, including, but not limited, to delays in delivery or performance, where the failure or delay results from events beyond that party's control.

6. Any notices, requests or demands required by or provided for in this Agreement shall be in writing and sent by facsimile with a confirmation copy mailed by certified mail, return receipt requested, or delivered to the most recently specified address. Notices shall be deemed to have been received the day after delivery of the facsimile has been confirmed or, if delivered by a delivery service, upon the written confirmation of delivery.

7. This Agreement and any matters relating to it shall be interpreted under the laws of the State of Ohio, as those laws apply to contracts negotiated, executed and performed therein, without regard to conflict of law provisions. Any dispute relating to or arising out of the subject matter of this Agreement shall only be brought in the state or federal courts located in Ohio having jurisdiction over the subject matter of the dispute.

8. This Agreement may be executed in several counterparts by facsimile or scanned electronic copy, all of which together shall constitute one agreement that is binding on each of the parties notwithstanding that each party has not signed the same counterpart.

9. 911 Cellular hereby certifies that neither 911 Cellular nor any of 911 Cellular's partners, officers, directors or shareholders, nor the spouse of any such person, has made contributions in excess of the limitations specified by law.

10. No personnel of 911 Cellular or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Licensee in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Licensee shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

11. 911 Cellular warrants that it is not subject to an “unresolved” finding for recovery under the law. If this warranty is found to be false, this Agreement is void *ab initio* and 911 Cellular shall immediately repay to Licensee any funds paid under this Agreement.

12. This Agreement contains the entire Agreement between the parties, supersedes all prior agreements and understandings, written or oral, between the parties, and there are no other prior agreements understandings, express or implied, oral or written, except as contained in this Agreement with respect to this subject matter. No change, addition, amendment, interlineation, extension, renewal, rescission, termination or waiver of any provision contained herein, or any future representation, promise or condition in connection with the subject matter hereof, shall be binding on any party unless made in writing and signed by 911 Cellular and Licensee.

13. The headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement. Unless the context otherwise requires, words in the singular include the plural, and in the plural include the singular; words of the masculine gender include the feminine and neuter; “or” means “and/or” and is not exclusive; “including” means “including but not limited to”; “any” and “all” are not terms of limitation; and a reference to a thing (including any right or other intangible asset) includes any part or the whole of that thing.

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Exhibit A

Software

1. Description of software

1. The 911Cellular Software system defined in this licensee agreement contains three components that work in tandem, a website management tool, a mobile application and a computer duress button.

i. The mobile application, titled 911Shield can be downloaded through various "App Marketplaces" by approved faculty, staff and students and contains the following features: Mobile duress buttons, iReports and safety checks, all features are in version 1.0. The duress button is used to connect students, faculty and staff directly to local law enforcement, iReports are used to send school administrators and police photos and videos as evidence and the safety checks and used to promote safety during activities that are conducted alone.

ii. The website management tool is made available to Licensee's staff, as defined in the above terms, in order to obtain and display necessary information from the app users. Such information shall be provided to Licensee by app users on a voluntary basis. All information will be accessible through the website management tool provided by 911Cellular.

2. Specifications and Functional Requirements

1. The 911Cellular system requires Licensee to have desktop computers or mobile devices with internet access and a recently updated web browser (updated within the last one year). The 911Cellular mobile application requires users to have smartphones.

3. Documentation

1. During the training, Licensee will be provided training materials, which may include PowerPoint presentations, hand-outs, skill tests and other materials, which are strictly confidential. As well, 911Cellular will provide Licensee materials which help train new app users.

Exhibit B Date: 1.13.2016 Client Name: Village of Richfield

Item	Description	Purchase Price	Quantity
Mobile App Features			
Mobile App	Mobile application includes three general layout options.	\$5,000/Year	1 License
Inner-App Branding 911Shield	Your Institution name, and colors will be part of the app in the app header area.	\$1,000/Year	1 License
At Home Positioning	Each citizen will be able to hook up to their Wifi and when they call the dispatchers will know their given information and location	\$1,000	1 License
Each Additional Geo-Fence Jurisdiction	The ability to have Geo-Fences around multiple jurisdictions and receive calls from those jurisdictions.	\$500/Year	
Mass Notification Features			
Mass Notification Opt-in	Opt-in means you will only be able to send notifications to those individuals who choose to register.	\$4,000/Year	1 License
Voice Phone Calls	Add voice phone calls to your mass notification choice. Standard platforms: email, text, Facebook, Twitter, websites, push notifications – with some features, RSS feed if requested, and DPB alerts (with purchase of DPBs).	Available Upon Request	Up to "X" calls per year
Additional Services (Optional)			
Desktop Panic Buttons (DPB)	Software provided. Each machine must have internet and have rights placed on the machine to allow software to work. Minimum purchase of 50 buttons (devices) are required.	\$20 /button/Year	
CAD/RMS	Easy to use and train complete CAD/RMS services including multi-jurisdictional use. Integrates directly with all other products offered.	Available Upon Request	1 License
24/7/365 Support**	Support, at any time. Customers will receive a code which verifies support. You will be given priority updates, call backs, and patches. Includes 100 GBs of additional storage.	\$1,200/Year	1 License
Standard Fees			
Training/ Implementation	Our experts train you and your team in the app and safety system via webinar, this includes one-on-one testing.	\$1,000/Year	20 hours
HTTPS	Have peace of mind knowing that all of your data is secure HTTPS License	\$1,000/Year	1 License
Data and Server Hosting	We host the servers at multiple locations	Included	Multiple locations
Non 24/7/365 Support**	20 Hours/Year includes all phone calls and emails. Monday – Friday 9:00 AM – 5:00 PM EST only.	\$300.00/Hour	After 20 hours
Additional Training	After 20 hours, training is \$200/session. One session is one hour.	\$200/Hour	After 20 hours
Additional Voice Phone Calls	After contracted number of voice phone calls allotted per year is reached, any phone calls above will be charged.	\$3,000/Call	After "X" calls
Total:			

Exhibit B

Package One

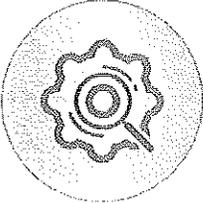
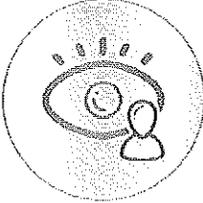
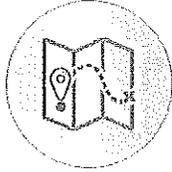
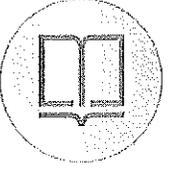
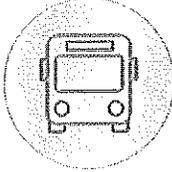
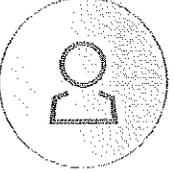
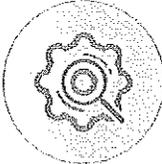
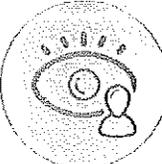
<p>Your School Name and Color Choice *With Branding Option</p>	<p>Services and Tips</p>
<p>GET HELP</p>	
	
<p>Services and Tips</p>	<p>Safety Escort</p>
	
<p>Friend Watch</p>	<p>iReport</p>
	
<p>Crime Map</p>	<p>Emergency Procedures</p>
	
<p>Where's the Shuttle</p>	<p>View Profile</p>

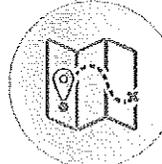
Exhibit B
Package Two

Your School Name and Color Choice
***With Branding Option**

GET HELP


Services and Tips

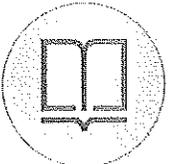

Friend Watch


Crime Map

Services and Tips


Safety Escort


iReport


Emergency Procedures

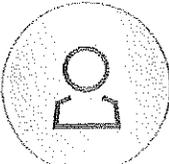

View Profile

Exhibit B

Package Three

**Your School Name and Color
Choice
*With Branding Option**

GET HELP

Services and Tips

Friend Watch

Where's the Shuttle

Services and Tips

Safety Escort

iReport

Emergency Procedures

View Profile